

**COUNTY OF MOORE  
NORTH CAROLINA**

**INFORMAL BID**

ISSUE DATE: September 8, 2016

**INFORMAL BID: 2017-01**

**TITLE: Easement Clearing**

**ISSUING DEPARTMENT: COUNTY OF MOORE  
Financial Services  
206 S. Ray Street  
PO Box 905  
Carthage, NC, 28327**

**Sealed Bids** will be received until 4:30 PM Tuesday September 20, 2016 from qualified firms for **Easement Clearing Services** for the County of Moore Public Works Department.

All inquiries for information concerning the Bid shall be directed to:

**Terra Vuncannon, Purchasing Coordinator  
PO Box 905  
206 South Ray Street  
Carthage, NC 28327  
(910) 947-7118  
[tvuncannon@moorecountync.gov](mailto:tvuncannon@moorecountync.gov)**

**Sealed Bids** shall be provided to Terra Vuncannon; it is the sole responsibility of the vendor to ensure that its bid reaches the Financial Services by the designated date and hour indicated above.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Printed)

By: \_\_\_\_\_  
(Signature)

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**EASEMENT CLEARING SERVICES  
TO SERVE  
MOORE COUNTY PUBLIC WORKS DEPARTMENT**

**INSTRUCTIONS TO BIDDERS**

1. **Sealed Bid shall be submitted to the Issuing Department and include the enclosed Bid Form.** In order for a bid to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this Informal Bid. The County reserves the right to make an award in whole, or in part, and to reject any and/or all bids, and to waive any informality in proposals unless otherwise specified by the Proposer. The Proposer shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional proposals or any irregularities of any kind.
2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Do not include sales tax in proposal figures. The County pays sales tax and will add this to your proposal figures separately when invoices are paid. All price quotes shall include delivery to the delivery point, installation and set-up charges, as necessary. Goods shall be set in place ready for owner's use. All goods shall be new and of average quality. No remanufactured, refurbished or used goods will be accepted. Appropriate product information (e.g. brochures, catalog cuts, etc.) shall be included with the proposal.
3. After the Informal Bid issue date, all communications between the Issuing Department and prospective Proposers shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon at the address listed on page one if this solicitation or via e-mail to [tvuncannon@moorecountync.gov](mailto:tvuncannon@moorecountync.gov). All questions concerning this Informal Bid shall reference the section and page number. Questions and responses affecting the scope of goods will be provided to all prospective Bidder by issuance of an Addendum. **All written questions shall be received by the Issuing Department no later than 10:00 am Wednesday September 14, 2016. NO EXCEPTIONS.** All addendums pertaining to this Informal Bid will be posted to the County website at [www.moorecountync.gov](http://www.moorecountync.gov) within 24 – 48 business hours after the deadline for questions. It is the bidder's responsibility to check the website for the addendums.
4. The County will not be responsible for any oral instructions. Should a Proposer find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, s/he should at once notify the Issuing Department in writing, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the proposal shall be noted on the Bid Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof. **It is the Proposer's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

5. Proposals will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm, and no proposals may be withdrawn until **90 days** after proposal opening date. The County reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.
6. Pursuant to North Carolina General Statutes Section 143-131, “award shall be made to the lowest responsible, responsive bid or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.”
7. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer’s most favorable commercial warranty. Each Proposer shall plainly set forth the warranty for the goods in the proposal. Operations and maintenance manuals for equipment shall also be provided, as appropriate.
8. All purchases for goods or services are subject to the availability of funds for this particular purpose.
9. The contractor shall not represent itself to be an agent of the County.
10. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
11. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All contractors performing work/services at a County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County’s premises, including but not limited to, race, religion, age, color, sex, national origin or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.
12. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the vendor/contractor must make the materials to be audited available within one (1) week of the request for them.
13. The Proposer agrees that it will not identify the County of Moore as a client in any other proposal, resume, or informational brochure without first requesting and obtaining, in writing, the permission of the County of Moore Board of Commissioners.
14. All Proposers must complete and submit the Vendor Form with their proposal package. This information will be used to create or update the County’s vendor file.

15. Proposers are cautioned that this is an informal bid, not a request for contract, and the County of Moore reserves the right to reject any and/or all proposals. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.
16. Proposals will be tabulated, evaluated and a recommendation presented to the County of Moore Board of Commissioners for their approval.
17. Any and all exceptions to the Specifications must be stated in writing, giving complete details of what is to be furnished in lieu of requested Specifications.
18. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon forty-five (45) days' notice to the Vendor(s). Any contract cancellation shall not relieve the Vendor(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.
19. **Proposals in one (1) original and two (2) copies will be received from each Proposer in a sealed envelope or package.** Each original shall be signed and dated by an official authorized to bind the form. Unsigned proposals will not be considered.
20. Upon receipt by Moore County Financial Services, your Proposal is considered a public record except for material which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. After the Proposal opening, your Proposal may be reviewed by the County's evaluation committee, as well as other County staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Proposer must take the following precautions: (a) any trade secrets submitted by a Proposer must be submitted in a separate, sealed envelope marked "Trade Secret — Confidential and Proprietary Information — Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Proposer agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the County to assist in the selection process. Furthermore, each Proposer agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Proposer has designated as a trade secret. Any Proposer that designates its entire Proposal as a trade secret may be disqualified.

21. Proposer shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In addition the Provider shall maintain, at its expense,

the following minimum insurance coverage:

General Liability - \$2,000,000  
Auto Liability - \$2,000,000  
Umbrella Coverage - \$5,000,000

22. Contractor must have active North Carolina General Contractors License.

**EASEMENT CLEARING  
TO SERVE  
MOORE COUNTY PUBLIC WORKS DEPARTMENT  
SPECIAL PROVISIONS**

1. COMPLETION TIME: Work shall begin with adequate forces and materials after the Service Contract is signed by the County Manager. Work shall progress throughout the Moore County fiscal year (**July 1, 2016 to June 30, 2017**) as directed by Moore County.
2. CONTRACTOR QUALIFICATIONS: The Contractor shall be required to demonstrate experience in Clearing and is a licensed Contractor.
3. SUBLETTING OF CONTRACT: The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the County Engineer.
4. DEFAULT OF CONTRACT: Moore County shall have the right to declare a default of contract for breach by the Contractor of any material, term or condition of the contract.
5. SUPERVISION BY CONTRACTOR: At all times during the life of the contract the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the clearing and who shall be personally available at the work site within a 24 hour notice. This employee shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the County Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the County Engineer.
6. AUTHORITY OF THE ENGINEER: The Engineer for this project shall be the County Engineer for Moore County Public Works Department, acting directly or through the Public Works Director. The County Engineer will answer all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the contractor. The County Engineer's decision shall be final and shall have executive authority to enforce and make effective such decisions and orders if the contractor fails to carry out promptly.
7. SAFETY REQUIREMENTS: The Contractor shall comply with the "Rules and Regulations Governing the Construction Industry" as promulgated for the Health, Safety and General Welfare of Employees by the Commission of Labor under North Carolina General Statutes, Section 95-131. In addition, the Contractor shall assume responsibility for and comply with

the Department of Labor Safety and Health Act of 1970. Where the requirements of these acts are in excess of those requirements specified, the requirements of these acts shall govern.

8. TRAFFIC CONTROL: The Contractor shall maintain traffic during all Clearing processes and provide, install, and maintain all traffic control devices in accordance with the project guidelines, the Special Provisions, North Carolina Department of Transportation “Standard Specifications for Roads and Structures”, the current edition of the “Manual of Uniform Traffic Control Devices” (MUTCD) and any special local laws or ordinances.
9. INTERPRETATION OF QUANTITIES IN SCHEDULE OF BID ITEMS: The quantities contained in the Bid Items are to establish unit prices only. They are listed for the comparison of Bids. Payment to the contractor will be made only for actual quantities of work performed and accepted in accordance with the contract. The scheduled quantities of work to be performed and materials to be furnished may each be increased, decreased or omitted.
10. WORK TIME: Work hours shall be between 7:00 AM to 7:00 PM, Monday - Friday. Moore County does not work on weekend so no work that requires inspection is allowed on Saturday. No work shall be scheduled on County Holidays.
11. DATA AND MEASUREMENTS: The data given in the Invitation for Bids and shown on the Plans is believed to be accurate but the accuracy is not guaranteed. The Contractor must take all levels, locations, measurements and verify all dimensions on the job site prior to construction and must adapt his work into the exact construction.
12. LIABILITY: The Contractor shall be liable for any damage to Moore County water and wastewater systems, damage to adjacent property, other utilities or other properties or any other damage caused by the Contractor’s work.
13. AREAS OF WORK: Preliminary maps showing areas currently being considered for clearing is included with bid package. It is anticipated that portions of these areas will be cleared as a result of this project but is not limited to these areas. The maps are for reference only.



**EASEMENT CLEARING  
TO SERVE  
MOORE COUNTY PUBLIC WORKS DEPARTMENT**

**SPECIFICATIONS**

**1. Environmental Protection**

a) The Contractor shall comply with applicable environmental laws and regulations. It is mandatory that the Contractor employ construction methods and techniques that will not cause unnecessary environmental impact. Any unreasonable environmental impacts or potential noncompliance issue as determined by the Owner, the Municipality or NCDEQ, shall be noted and rectified at the Contractor's expense, to the satisfaction of the Owner and/or the appropriate regulatory agency.

b) Waterway Protection:

(1) Machine clearing is not permitted within 25 feet of any stream bed or river crossing. Vegetation within 25 feet of the crossing must be hand cleared. All woody vegetation that has a normal mature height of greater than 12 ft. shall be cut as close to the ground line or water line as possible. Vegetation that has a mature height of less than 12 ft. should be left as a buffer.

(2) Care shall be taken to avoid oil or chemical spills or other pollution while working in or near bodies of water. Oil and fuels near bodies of water where they can reasonably be expected to discharge to watercourses shall be diked so that any oil spilled can be retained until cleaned up. Any spills should be reported immediately to Owner.

d) Maintenance of equipment shall not cause damage to the easement or right-of-way. Crankcase and transmission fluids and coolants shall not be drained onto the easement or right-of-way or any adjacent property. If a release occurs, the Contractor shall remediate the affected area to the satisfaction of the Owner, the Municipality and NCDEQ.

e) Care shall be taken not to disturb the nests of any migratory birds. Any such nests encountered shall be brought to the immediate attention of the Owner.

f) Threatened and endangered species are to be protected at all times on the easement or right-of-way. Any species encountered should be reported to the Owner.

**2. Marking and Clearing**

a) Unless otherwise indicated, all clearing limits shall be measured by the Contractor from the sewer main centerline or other reference provided by the Owner.

b) Where right-of-way boundaries and/or clearing limits are marked by the Contractor, they shall be marked on both sides of the sewer main centerline by wood lathes approximately every 50 feet, with yellow ribbon for the "Clearing Limit." Selective clearing of trees will be designated and marked with green ribbon.

### **3. Easement List and Special Instructions**

a) A Work Order will be issued with a map and an easement list of areas to be cleared. The Owner and the Contractor will visit the site and decide how and what equipment and manpower to use for clearing the easement. Work Orders will be issued throughout the Moore County fiscal year until the budget is exhausted.

2. All special instructions noted in the easement list, or appended to easement list, shall be adhered to in strict compliance.

4. All other special instructions detailed in the Work Order are to be strictly adhered to.

5. This section will include notes regarding sensitive property owners, special agreements made by Owner or any special instructions as provided by the Owner.

### **4. Clearing**

1. The entire width of the right-of-way is to be completely cleared or as specified in the Work Order. If this is not possible, special clearing instructions will be detailed in the Work Order.

2. The type of clearing shall be noted in the Work Order. All holes resulting from the removal of stumps shall be refilled to average ground level. Upland clearing is defined as removing all vegetation from "ground to sky" in the areas defined by the Owner. "Ground to sky" means no overhanging branches in the easement area. All required tree pruning shall conform to the latest approved edition of ANSI Z133 Safety Standards, ANSI A-300 Plant Maintenance, and OSHA 1910.269 as a minimum to assure safety and industry standards are maintained.

#### **Type 1 (Red)**

Removal of all trees and brush in the width specified by the Owner and as measured by the Contractor. Stumps will be cut at ground line. Chipping material or debris may be spread up and down the easement or right-of-way (maximum depth of 6") or as directed by the Owner.

#### **Type 2 (Blue)**

Removal of all trees and brush in the width specified by the Owner and as measured by the Contractor. Stumps will be cut at ground line. All trees, chipping material and debris are to be removed from the easement or right-of-way and disposed of by the Contractor.

**Type 3 (Green)**

Grubbing of all trees, brush and stumps in an area specified by the Owner. Chipping material or debris may be spread up and down the easement or right-of-way as directed by the Owner.

**Type 4 (Yellow)**

Grubbing of all trees, brush and stumps in an area specified by the Owner. All trees, chipping material and debris are to be removed from the easement or right-of-way and disposed of by the Contractor.

**Type 5**

Wetlands clearing shall consist of the removal of all trees with a mature height greater than 12' in the width specified by the Owner.

**3.** In waters and wetland sections of the state, trees, stumps and brush shall be cut using low ground pressure equipment to ground or to water level. All trees and debris are to be removed from the right-of-way and disposed of by the Contractor. Care shall be taken to prevent disruption of the root mat.

The Contractor will be responsible for complying with all state and federal regulations pertaining to clearing in all wetlands. Wetland areas will be cleared by the use of hand chain saws or mechanized equipment (low ground pressure) to cut the trees as close as possible to the soil surface or water line at time of clearing. The cut material will be removed from or spread along the wetland utilizing either low ground pressure equipment or temporary construction mats. Care must be taken at all times to minimize rutting and disturbing the root mat. No chipped material or brush may be placed in wetland areas, without direction from the NCDEQ.

**4.** Limbs, brush, stumps and debris may be piled and burned within the limits of the easement or right-of-way with the appropriate State and County permits. The Contractor is responsible for obtaining the appropriate permits. Extreme caution is to be exercised to prevent damage to the adjacent property and to standing trees. No fires are to be left unattended.

Where local ordinances prohibit burning, items described above are to be hauled away and disposed of at the nearest public dumping ground. Under no circumstances are brush, stumps and debris to be buried within the easement or right-of-way.

**5. Tree Pruning and Select Tree Removal**

a) Permits: Certain municipalities, counties and/or NC Department of Transportation may have passed ordinances governing tree cutting or require permits for such action. Evidence that proper permits or permissions have been obtained will be included in the Work Order. This shall include any special instructions covering replacement of trees with other plant material in accordance with permit or ordinance requirements.

b) Tree Pruning: When pruning is required, the locations and quantities will be noted in easement list, Work Order, and/or on drawings accompanying Work Order, and will be specially marked in field. All required tree pruning shall confirm to the latest approved edition of the following standards: ANSI Z133 Safety Standards, ANSI A300 Plant Maintenance, and OSHA 1910.269 as a minimum to assure safety and industry standards are maintained.

c) Select Tree and Stump Removal: Tree removal requirements will be detailed as part of the work details in the Work Order. Trees to be removed will be noted in the easement list, Work Order and/or drawings accompanying the Work Order and will be specially marked in field. All damage to property or grounds must be repaired to property Owner's satisfaction and if in public right of way, left in a condition satisfactory to the controlling agency's representative. A stump may be removed as long as the process of grinding the stump will not damage the surrounding trees.

#### **DANGER TREES:**

Trees located outside the cleared right-of-way that are dead, diseased, leaning, dying or have structural defects should be identified. Permission should be obtained from the property owner to identify, mark and remove the trees. The wood and debris should be left on site unless its removal is specifically requested by the property owner. Any trees meeting these criteria that cannot be removed due to any circumstance should be documented and submitted to the Owner for resolution.

### **6. Seeding**

When seeding is required on the easement or right-of-way, public rights-of-way or private property, this requirement will be noted on the easement list, in permits, or in the Work Order. Special instructions as to the type and extent of seeding will be contained in the Work Order.

### **7. Fences and Fence Gates**

a) Existing Fences: Fences are to be maintained at all times. Under no circumstance is a fence to be taken down or cut without prior arrangement with the property owner. If fences are damaged, they shall be repaired and put in first class condition entirely acceptable to the property owner and Moore County. Repair work is to be accomplished at time of damage or as soon thereafter as possible.

b) Existing Gates: Wherever feasible, access to the easement or right-of-way shall be through existing gates. With agreement of the property owner, a Contractor lock shall be locked with the property owner's lock with a length of chain (chain length to be a minimum of three (3) links). This is to prevent lock-out to owner's property, easement and/or right-of-way and allow use of gate independently by either party. Gates shall be closed immediately after each passage of or Contractor owned equipment.

## **8. Access Roads**

Wherever feasible, access to easement right-of-way shall be over existing roads. These roads shall be maintained in a usable condition while the Contractor or Contractor's equipment is using the road. Any improvement on an existing road needs to be reviewed by the Owner to determine if any permits will be required. At close of construction, roads shall be left in usable condition equal to or exceeding pre-construction conditions.

## **9. Notifications and Complaints**

- a) Notifications to Private Owners: The Contractor shall be responsible for notifying property owners as to time of entry on their property. He shall also secure any permits for burning required. Any exceptions to this shall be noted in the Work Order.
- b) Notifications to Public Agencies: The Contractor shall be responsible for any notifications required to public agencies, such as the NC Department of Transportation, Municipal authorities, etc., to conform to permits or agreements with said agencies.
- c) Complaints: Any complaints received from property owners or public agencies shall be handled promptly by the Contractor and the Owner shall be notified as soon as possible.

## **10. Protection and Restoration of Property**

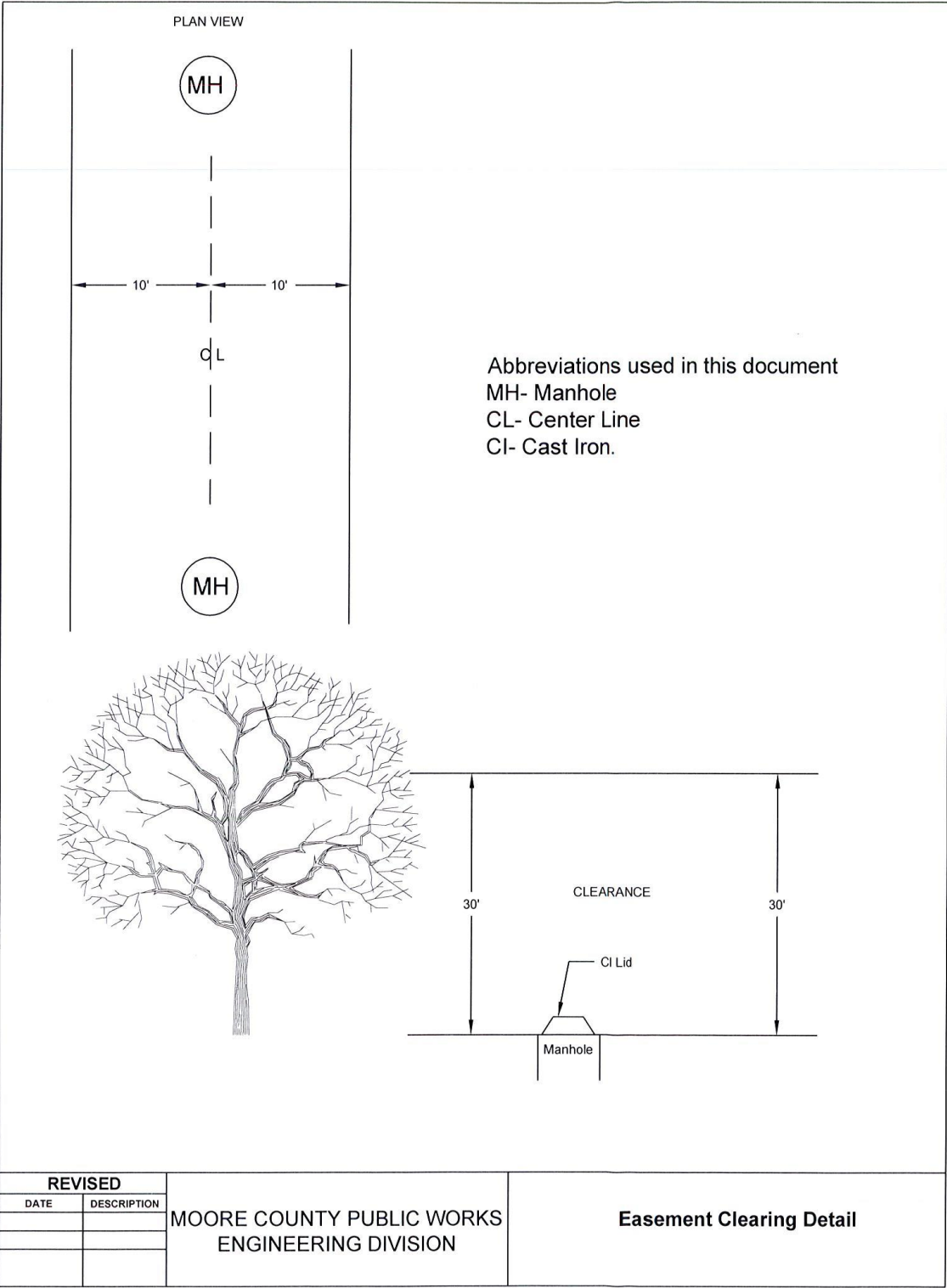
The Contractor shall be responsible for the protection of all public and private property on and adjacent to the work, and shall use every reasonable precaution necessary to prevent damage during the clearing activities. The Contractor shall be responsible for all damage or injuries to property of any character resulting from any act, omission, negligence or misconduct in the implementation of the work. It will be the Contractor's responsibility to rectify any direct or indirect damage or injury caused to private or public property. The Contractor shall restore at his own expense such property to a condition similar or equal to that existing before such damage or injury occurred in a manner acceptable to the Owner.

## **11. Health and Safety**

The Contractor shall be responsible for the health and safety of its personnel and for compliance with OSHA Safety and Health Standards 29 CFR 1920. Health and Safety guidelines are minimal requirements and are not limited to the stated guidelines. The Contractor shall be solely responsible for safety and control within the work site and shall take the necessary precautions to protect employees and the public. All costs relating to health and safety must be included in the lump sum proposal.

## **12. Pre-Construction Video and Photographs**

The Contractor shall be responsible for taking videos and photographs of the easements sections prior to performing any work as he deems necessary. The purpose of the photographs shall be to document the pre-construction conditions for comparison with the final restoration work



**EASEMENT CLEARING  
TO SERVE  
MOORE COUNTY PUBLIC WORKS DEPARTMENT**

**BID FORM**

This Bid consist of equipment, labor, materials, and traffic control for the **Easement Clearing**. Use this form for submitting Bids. No alterations, changes in Bid format will be allowed. All items should be priced for the units and quantities specified. The County of Moore shall reserve the right to reject any or all Bids. Opening will not be public.

	Unit of Measure	Quantity	Unit Price
<b>Employee Categories</b>			
Laborer	HOUR	1	
General Foreman	HOUR	1	
Foreman	HOUR	1	
Trimmer	HOUR	1	
Groundman	HOUR	1	
Work Planner	HOUR	1	
<b>Equipment Categories</b>			
Backyard Aerial Lift 42 feet or Greater	HOUR	1	
2 x 4 Aerial Lift 30 feet - 37 feet	HOUR	1	
2 x 4 Aerial Lift 57 feet Minimum	HOUR	1	
2 x 4 Aerial Lift 70 feet or Greater	HOUR	1	
4 x 4 Aerial Lift 57 feet Minimum	HOUR	1	
4 X 4 Aerial Lift 70 feet or Greater with Winch	HOUR	1	
4 x 4 Truck 1 Ton or Less	HOUR	1	
4 x 4 Truck Crew Cab	HOUR	1	
2 x 4 Split Dump Truck with Tools	HOUR	1	
Disc Chipper	HOUR	1	
Power Saw	HOUR	1	
Loader Truck	HOUR	1	
Feller Buncher	HOUR	1	
Tracked Excavator Feller Buncher	HOUR	1	

Skid Steer Mower	HOUR	1	
Brush Cutter - Flail Mower	HOUR	1	
Tracked Excavator - Pro Grind Cutter	HOUR	1	
4 x 4 Tractor 5 1/2 feet Hog with Winch	HOUR	1	
Tiger Cat with Fecon Brush Head	HOUR	1	
PC200 LC-8 Tracked Excavator	HOUR	1	
D5K Dozier - Cat	HOUR	1	
31D Dozier - Kamotsu	HOUR	1	
930 Barko with Fecon Grinding Head	HOUR	1	
250 and 300 Articulated Dump Truck	HOUR	1	
Prentice Hydro Axe with Fecon Head	HOUR	1	
Tired Mechanical Trimmer - 70 feet	HOUR	1	
Marsh Master with Mower Deck	HOUR	1	
Stump Remover	HOUR	1	
Equipment Trailer	HOUR	1	
<b>Tree Removal Categories</b>			
5 inch - 8 inch Diameter at Breast Height - Chip	EACH	1	
8 inch - 12 inch Diameter at Breast Height - Chip	EACH	1	
12 inch - 24 inch Diameter at Breast Height - Chip	EACH	1	
24 inch - 30 inch Diameter at Breast Height - Chip	EACH	1	
5 inch - 8 inch Diameter at Breast Height - No Chip	EACH	1	
8 inch - 12 inch Diameter at Breast Height - No Chip	EACH	1	
12 inch - 24 inch Diameter at Breast Height - No Chip	EACH	1	
24 inch - 30 inch Diameter at Breast Height - No Chip	EACH	1	
<b>Stump Grinding Categories</b>			
5 inch - 8 inch Diameter	EACH	1	
8 inch - 12 inch Diameter	EACH	1	
12 inch - 24 inch Diameter	EACH	1	



24 inch - 30 inch Diameter	EACH	1	
<b>TOTAL COST</b>			

**Responsive Bid must include the following documents:**

- 1. Signed Bid Form**
- 2. Notarized Non-Collusion Affidavit**
- 3. E-Verify Affidavit**
- 4. Iran Divestment Act Certification**
- 5. Current W-9 Form**
- 6. Vendor Application (including references, equipment and resumes)**
- 7. Copy of all pertinent licenses**
- 8. Proof of Insurance**

On behalf of \_\_\_\_\_ (Bidder), I am submitting a bid for the **Easement Clearing Services**. This Bid covers equipment, labor, materials, traffic control and all other incidentals to complete the project. I certify that the contents of this Bid are known to no one outside the undersigned, and to the best of my knowledge all requirements have been complied with.

By: \_\_\_\_\_  
(Printed)

By: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Receipt of the following addendum is acknowledged:

Addendum No. \_\_\_\_\_ Received: (circle) YES / NO Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Received: (circle) YES / NO Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Received: (circle) YES / NO Date: \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

State of North Carolina  
County of Moore

I \_\_\_\_\_, being first duly sworn, deposes and says that:

He/She is the \_\_\_\_\_ of \_\_\_\_\_, the proposer that has submitted the attached proposal;

He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

Such proposal is genuine and is not a collusive or sham proposal;

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, Employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connections with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer or to fix overhead, profit or cost element of the proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Moore or any person interested in the proposed contract; and

The price or prices quoted in the attached bid are fair, proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature and Title

State of North Carolina  
County of \_\_\_\_\_  
Subscribed and sworn before me,  
This \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

**Moore County E-Verify Affidavit**

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MOORE

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of  
\_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being duly  
sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
  2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
  3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
    - a. YES \_\_\_\_\_, or
    - b. NO \_\_\_\_\_
  4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- Executed, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

State of North Carolina  
County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_  
day of \_\_\_\_\_, 2016.

My Commission Expires:

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)

RFP Number (if applicable): \_\_\_\_\_

Name of Vendor or Bidder: \_\_\_\_\_  
\_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 147-86.59**

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As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

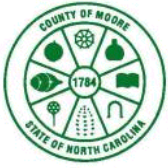
*Notes to persons signing this form:*

N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must **not** utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and will be updated every 180 days.



## Vendor Application

### County of Moore

Financial Services – Purchasing Division

PO Box 905

Carthage, NC 28327

Phone: (910) 947 - 7118

Fax: (910) 947 - 6311

Please Type or Print Legibly

Federal ID # \_\_\_\_\_ SS # \_\_\_\_\_ Vendor

Vendor Name
-------------

Date
------

# \_\_\_\_\_

ORDER ADDRESS		PAY ADDRESS	
Street		Street	
Street		Post Office Box	
City		City	
State	Zip Code	State	Zip Code

CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER
----------------	------------------	------------

YEAR ESTABLISHED	TERMS	DISCOUNT
------------------	-------	----------

CONTRACTOR'S LICENSE # (if applicable)	SIGNATURE
	EMAIL ADDRESS:

This firm certifies that it is a: (if applicable)

☐ Disabled

☐ Minority Business Enterprise

☐ Women Business

Enterprise

To qualify for MWBE status, 51% of the company must be owned and controlled by minority groups or women. For the purpose of this definition, minority group members are Black Americans, Hispanic Americans, American Indians and/or American Women. To qualify for Disabled status, 51% of the company must be owned and controlled by disabled persons.

### Product(s) and/or Service(s)

Please list the type product(s) and/or Service(s) that your company can provide.

_____	_____	_____
_____	_____	_____

**EASEMENT CLEARING SERVICES  
TO SERVE  
MOORE COUNTY PUBLIC WORKS DEPARTMENT**

**REFERENCES, EQUIPMENT AND RESUMES**

Please list references, available equipment and resumes.

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.